

U.S. Department
of Transportation

United States
Coast Guard



Commandant
United States Coast Guard

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COMDTINST 6400.1A
8 NOV 1994

COMMANDANT INSTRUCTION 6400.1A

Subj: STUDENT EXTERNSHIP PROGRAMS (SEP)

1. PURPOSE. This instruction establishes policy regarding operation of SEP in Coast Guard health care facilities.
2. ACTION. Area and district commanders, commanders of maintenance and logistics commands, and commanding officers of headquarters units shall ensure compliance with the provisions of this instruction.
3. DIRECTIVES AFFECTED. Commandant Instruction 6400.1 is cancelled.
4. BACKGROUND. The Coast Guard formally began student externship affiliations in 1973 with the Dental Externship Program. Since that time, many dental, medical, pharmacy, dental hygiene, and other student externs have utilized Coast Guard health care facilities as an educational resource. Legal authorization for this program is 5 USC 5351, which refers to externs as "student-employees."
5. DISCUSSION. Student externs are usually upper level students from various health care disciplines who are completing a curriculum requirement for graduation by providing supervised care in a clinical environment. The lengths of externships vary, but are usually 4-6 weeks. Coast Guard, health care facilities can provide valuable clinical experience for these students because of patient volumes, and the lack of administrative requirements associated with practice management.

Affiliations with externs and their institutions can assist Coast Guard health care providers in staying current and challenging their profession, and to a limited extent, helping the clinic increase the quantity of service it provides.

a. Operations.

- (1) Authorization to provide living quarters and subsistence to externs working at clinics is contained in 5 USC 5351. Authorization to use appropriated funds to carry out this program is contained in 5 USC 5351. For purposes of this program, the student- employee's stipend is equal to the value of accommodations (quarters and subsistence).
- (2) Quarters provided at government expense are the responsibility of the unit and charged against the AFC-30 account.
- (3) The use of government funds for travel expenses associated with the externship is not authorized.
- (4) Externs shall be Subsisted in Coast Guard dining facilities. Such subsistence shall be treated as reimbursable issues and paid by the unit AFC-30 account citing this instruction as authority. Units without Coast Guard dining facilities must contract for this service from unit AFC 30 funds.
- (5) Restricted exchange privileges are granted to externs for the purchase of: health and comfort items; books; educational Supplies and materials; food and snack items for on-premises or daily consumption; and personal services such as laundry and dry cleaning, barber/beauty shop services, tailoring, shoe repair, and guest house accommodations. The purchase of other merchandise (including tax-free tobacco products, alcoholic beverages, and uniform articles), and the patronage of commissaries, are not authorized. Coast Guard Exchange System (CGES) club privileges may be extended at the discretion of the commanding officer,

b. Affiliation Agreements.

- (1) All academic institutions (AI) participating in SEP must have a signed affiliation agreement (see enclosure (1)) on file with Commandant (G-KOM), Draft affiliation agreements shall be sent to the cognizant MLC for legal and health and safety reviews. The MLC reviewed document will be returned to the unit for review and discussion with the AI. Following the unit and AI review, the signed

affiliation agreement shall be forwarded to Commandant (G-KOM) via the MLC.

- (2) Affiliation agreements must stipulate the amount of malpractice liability or self insurance coverage maintained by the AI or the extern. If self- insured, documentation (proof) is required.
 - (3) The health services officer serving as the preceptor for externs shall ensure that the extern reads the Student Extern Program Orientation, enclosure (2). Preceptors shall also ensure that each extern is oriented to local policy concerning working hours, dress code, conduct, required courtesies, lodging and subsistence procedures, clinic safety issues, universal precautions, equipment use, and any other information which is pertinent to the student's stay. Each extern shall complete the Acknowledgment of Receipt and Understanding (retain this on file at the health care facility for three years).
- c. Clinical Responsibilities. Student extern clinical duties are outlined in enclosure (2). ADEQUATE LEVELS OF SUPERVISION AND APPROPRIATENESS OF CARE ARE THE RESPONSIBILITIES OF THE HEALTH SERVICES OFFICER SERVING AS THE EXTERN'S PRECEPTOR. Senior health services officers shall function as preceptors or designate in writing another officer to assume that role.
 - d. Interaction with SEP Schools.
 - (1) Commandant (G-KOM) is responsible for all SEP interaction, including but not limited to: initial school contact, affiliation agreements, extern rotation scheduling, and representing the Coast Guard at school functions. Commandant (G-KOM) may delegate any or all of the above where local field/school interaction is deemed more expeditious. However, responsibility for affiliation agreements may be delegated only to the MLCs.
 - (2) Where applicable, at least one health services officer at each unit must have a faculty appointment at schools for which they serve as preceptors.
6. FORMS/REPORTS.
- a. For statistical purposes, all care provided by externs shall be reported as described in the CLAMS User's Guide and COMDTINST 6010.18 (series) (RCN 6000-1).
 - b. Status Profile (CG-5460A) may be obtained by using SN 7530-01-GF3-2529, U/I (HD). Visit Profile (CG-5460B) may be obtained by using SN 7530-GF3-2530, U/I (PD). Both

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forms are stocked at Supply Center Baltimore. These forms will be available in the Forms Plus Laser Library no later than July 1995.

- c. Units Shall inform Commandant (G-KOM) of any disciplinary actions that result in the suspension and/or termination of the rotation.
- d. Student evaluations shall be consistent with the policies of the academic program involved. Preceptors shall ensure that all externs are informed in advance of all requirements and evaluation procedures.

ALAN M. STEINMAN
Chief, Office of Health and Safety

Encl: (1) Sample Memorandum of Agreement for U.S. Coast Guard Student Externship Programs

(2) Student Extern Program (SEP) Orientation

Nonstandard distribution:

B:c MLCs (6 extra)

C:a Cape Cod, Miami, Clearwater, Borinquen, Traverse City, Astoria only

C:b North Bend, Port Angeles, Sitka only

C:d Miami Beach, Honolulu, Ketchikan only

D:d Galveston, Humboldt Bay only

MEMORANDUM OF AGREEMENT

This Agreement, entered into this ____ day of _____, 19 __ is by and between _____ (hereinafter referred to as the Academic Institution (AI)), and the U.S. Coast Guard (hereinafter referred to as the USCG).

WHEREAS the USCG is interested in participating in research and education to supplement its patient care programs and believes this will be enhanced by affiliation with the AI; and WHEREAS the AI is responsible for the educational program of students of _____ in specialty, graduate studies and residenceholes and for the maintenance of research and patient care programs planned to enhance the educational and research programs, and believes it can complement its own facilities and foster its educational program through affiliation with the USCG. NOW THEREFORE, the USCG and the AI agree to the following provisions:

A. The **AI** shall

1. Be responsible for the educational program of students assigned to the USCG, and for selection and assignment of students to be assigned to the USCG, in accord with agreed-to schedules and work assignments.
2. Keep in full force and effect during the term of this Agreement, at the expense of the AI or the individual extern, commercial general liability insurance or an equivalent funded program of self-insurance providing minimum coverage of _____ dollars per each occurrence and _____ dollars per annum. The AI shall notify the USCG thirty (30) days in advance, in writing, of cancellation or any modification in the noticed insurance policy.
3. Send only such students who would benefit from the assignment and to withdraw from the assignment any student when, in the AI's Judgement, the field experience does not meet the needs of the student.
4. The AI shall defend, indemnify, and hold the United States, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement by the AI, its officers, employees, or agents, or the student interns under the AI's supervision, but not to the extent that such liability, loss, expense, or claim for injury or damage is caused by the negligent or intentional acts or omissions of the USCG, its officers, employees, or agents.

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5. Appoint a faculty member who will be the liaison representative for the AI and be responsible for coordinating and planning student assignments.
6. Have the right to visit the USCG facility before, after, or during the instruction period for the purpose of evaluating each student's progress.
7. Cooperate with the USCG in connection with the discipline of students violating rules and regulations of the USCG.
8. Assure that the primary mission for the student is the educational experience.

B. The USCG shall:

1. Accept all students referred by the AI for field experience, without regard to race, color, religion, national origin, sex, age, or handicap (physical or mental).
2. The USCG shall provide a supervised experiential externship program and, insofar as possible, shall provide staff and necessary facilities to provide clinical experience.
3. Provide a stipend equivalent to the cost of quarters and/or subsistence actually provided to the student. In no case shall the quarters and subsistence costs for each student exceed the amount of the stipend provided to that student under the terms of this Agreement. The USCG shall also provide restricted exchange privileges and, at the discretion of local commands, privileges at Coast Guard Exchange System Clubs.
4. Designate a qualified professional as a student preceptor. The USCG preceptor and the AI's liaison representative will mutually participate in the planning and review of the clinical experience.
5. Complete forms requested by the AI, such as student evaluation reports.
6. Provide emergency medical care for injuries sustained in the course of, the training experience. The USCG shall immediately notify the AI's liaison representative in the event that a student develops an illness or is involved in an accident while at the USCG unit.
7. The USCG shall defend, indemnify, and hold the AI, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the

extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the USCG, its officers, employees, or agents, and, further, only to the extent provided by the Federal Tort Claims Act (28 USC, Section 2672 st. seq.).

8. Allow student observation and participation consistent with their level of skill and training.
9. Maintain sole responsibility for the supervision of the professional, clinical, and administrative services related to patient care within the USCG health care facility.
10. Have sole responsibility for the determination of appropriate treatment and care of all patients of the USCG.

C. Student Responsibilities. The AI and the USCG agree that the student shall:

1. Have the responsibility of providing his/her own transportation to and from the USCG unit and other personal expenses.
2. Abide by a dress code agreed upon by the AI and USCG.
3. Be responsible for compliance with the administrative and clinical policies of the USCG.
4. Abide by Coast Guard policy regarding confidentiality of health records and information, including the Federal Privacy Act.

D. The AI and the USCG mutually agree:

1. The terms of this Agreement shall begin in force on the date of execution shown above and will continue thereafter until terminated by either party upon thirty (30) days advance written notice to the other. Any such termination shall allow for any students assigned to an internship program at the time of termination to complete their program.
2. It is understood and agreed that the parties hereto may amend or modify this agreement by written amendment only. Amendments shall be signed by both involved parties.
3. No monetary payment shall be made by the USCG to student interns in compensation for their services, other than a stipend for quarters and subsistence as provided in this Agreement. No payments shall be made to the USCG by the AI in compensation for student intern participation in

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this program. This Agreement is not intended and shall not be construed to impose on either the USCG or the AI- any financial obligations of any nature or kind.

4. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, Joint venture, or association between the parties hereto or any of their officers, employees, or agents.
5. The USCG may require the AI to withdraw any student from the program whose performance or conduct is deemed unfit for articulable reason(s), following notice and a consultation between the AI liaison representative and the USCG student preceptor.
6. Both parties agree not to discriminate in selection or acceptance of any student pursuant to this Agreement in regard to race, color, religion, national origin, sex, age, or handicap (physical or mental).
7. Nothing in this Agreement shall constitute an obligation of funds of the United States in advance of an appropriation therefore.
8. The preceptor for the USCG shall be:
Name _____
Title _____
9. The liaison representative for the AI shall be:
Name _____
Title _____
10. The agreement and the obligations of the parties hereto shall in all respects be governed by, and construed in accordance with, the internal laws of the state of the AI and the United States of America. The laws of the United States shall prevail where the laws of the state are in conflict, or preempted by, the laws of the United States of America.
11. This agreement constitutes the sole and only agreement of the parties and supersedes any and all other agreements or understanding, written or oral, respecting the subject matter herein.

IN WITNESS WHEREOF, the AI and USCG have caused this agreement to be executed by their duly authorized representatives.

UNITED STATES COAST GUARD

By _____

Date _____

Name _____

Title _____

By _____

Date _____

Name _____

Title _____

ACADEMIC INSTITUTION

By _____

Date _____

Name _____

Title _____

By _____

Date _____

Name _____

Title _____

STUDENT EXTERN PROGRAM (SEP) ORIENTATION

- A. PURPOSE. Provide an orientation guide for student externs within Coast Guard clinics including supervisory controls, duties, and limitations.
- B. DISCUSSION. The material contained herein shall be the general operating guidelines for the SEP.
1. Welcome Aboard. The Coast Guard will strive to ensure that extern experiences will be informative, educational, and enjoyable. To attain the maximum benefit from this program, externs shall read these instructions carefully and comply with them at all times.
 2. Status. Student externs have no legal status (i.e., authority to practice a profession) within the military establishment. An officer shall be responsible to the commanding officer and the patient for the extern's actions. As students, externs are subject to all applicable Federal and local laws in the same manner as military members functioning in Coast Guard clinics.
 3. Authority. Externs are directly responsible to their preceptors for all clinical and administrative matters. Although externs possess a higher level of training than Health Services Technicians (HSs), they, as civilians, are outside of the clinic's authority. Therefore, in the absence of a commissioned officer, HS personnel are in charge of the clinic or specific areas within it.
 4. Clinical Supervision. Every extern must work under the direct or immediate supervision of a commissioned officer or civilian equivalent who is qualified and licensed to provide the service rendered by the extern. Externs must use judgement to know when to call their preceptor for consultation. In all cases, no treatment should be initiated or performed without the consent of the preceptor. Treatment plans must be approved, and appropriate points of evaluation specified, prior to initiation of treatment.
 5. Support Staff. Externs will be working with HSs who have training, experience, and a certain degree of latitude in patient treatment not extended to students. HS's duties include clinical and administrative assistance to externs.
 6. Health Record Entries. The military health record is a legal document which is the property of the U.S. Government. It may be consulted or subpoenaed at any time for legal determination of disability entitlements, for court proceedings, or to establish line'of

duty/misconduct determinations in legal or administrative proceedings. Accurate, concise, and complete entries are mandatory. All entries made by student externs shall be in the SOAP format and countersigned by their preceptors prior to the dismissal of patients.

7. Laboratory Requests. Student externs may be expected to recommend and compose the appropriate lab requests. All lab request forms shall be countersigned by their preceptor.
8. Medication Prescriptions. All medication prescriptions shall be countersigned by the preceptor prior to dispensing or administering to the patient.
9. Complaints or Suggestions. Externs should feel free to address suggestions or complaints to their preceptor in a discreet manner which does not compromise patient confidentiality and confidence in the treatment being administered.
10. Universal Precautions. In the interest of patient and provider safety, externs shall use universal precautions with all pertinent patient interactions. Although not provided, Hepatitis B Virus immunization is required for all externs involved in invasive procedures.

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I have read the Student Extern Program (SEP) Orientation and understand its contents. Additionally, I have received a local orientation concerning working hours, dress code, conduct, required courtesies, lodging and subsistence procedures and the procedures to be used for my evaluation.

NAME OF EXTERN (PRINT OR TYPE)

DATE

SIGNATURE OF EXTERN

SIGNATURE OF PRECEPTOR

SIGNATURE OF DIVISION CHIEF